

RECORDATION NO. 27758 FILED

DEC 16 '08 -12 12 PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

December 16, 2008

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Security Agreement and Lease Assignment, dated as of December 16, 2008, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Lender: Wells Fargo Equipment Finance, Inc.
733 Marquette Avenue
80 Minneapolis, MN 55402

Borrower: ALFCAN I ULC
c/o Residual Based Finance Corporation
Three First National Plaza
Suite 2080
70 West Madison Street
Chicago, Illinois 60602

Anne K. Quinlan, Esquire
December 16, 2008
Page 2

A description of the railroad equipment covered by the enclosed document is:

80 gondola railcars: GACX 1586, GACX 1591, GACX 1603 and within the series CGLX 60800 - CGLX 60879 as more particularly set forth in the equipment schedule attached to the document.

A short summary of the document to appear in the index is:

Memorandum of Security Agreement and Lease Assignment.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/sem
Enclosures

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DEC 16 '08 -12 15 PM

SURFACE TRANSPORTATION BOARD

**MEMORANDUM OF SECURITY AGREEMENT
AND LEASE ASSIGNMENT**

dated as of December 16, 2008,

between

**ALFCAN I ULC,
as Borrower**

and

**WELLS FARGO EQUIPMENT FINANCE, INC.,
as Lender**

MEMORANDUM OF SECURITY AGREEMENT AND LEASE ASSIGNMENT

THIS MEMORANDUM OF SECURITY AGREEMENT AND LEASE ASSIGNMENT, dated as of December 16, 2008, by and between ALFCAN I ULC, an Alberta unlimited liability corporation ("Borrower"), and WELLS FARGO EQUIPMENT FINANCE, INC. ("Lender").

1. Lender has made a loan to Borrower pursuant to a Loan and Security Agreement dated as of the date hereof (as amended from time to time, the "Security Agreement").

2. Pursuant to the Security Agreement, Borrower grants to Lender a security interest in and assignment of all of Borrower's right, title and interest in, to and under (but none of its obligations with respect to), whether now owned or hereafter acquired:

(i) eighty (80) Trinity Industries 3,621 cu. ft. capacity aluminum covered hopper railcars with steel sills, 286,000 lbs GRL, sparger unloaded and 36" round hatch top loaded (all such railcars collectively, the "Railcars") as more fully described in Exhibit A attached hereto and made a part hereof, and all replacements and substitutions therefor and accessions thereto;

(ii) that certain Rider No. 35 to Railcar Lease Agreement No. 7003, dated September 14, 2000 (as amended by Amendment No. 1 to Railcar Lease Agreement No. 7003, dated February 6, 2001, Amendment No. 2 to Railcar Lease Agreement No. 7003, dated September 7, 2001, and Amendment No. 3 to Railcar Lease Agreement No. 7003, dated June 6, 2006) (as so amended, "Rider No. 35"), between Borrower, as successor to GATX Rail Canada Corporation, as lessor, and Canexus Chemicals Canada LP, as lessee ("Lessee"), which Rider No. 35 is related to and incorporates the terms of that certain Railcar Lease Agreement No. 7003, dated as of May 18, 1994 (as amended by the foregoing amendments, the "Master Lease"), between Borrower, as lessor, and Lessee, as lessee (Rider No. 35 and the Master Lease, together with (x) any and all other exhibits, amendments, addenda, instruments, guarantees, and other agreements related thereto, and (y) any other lease agreement with respect to the Railcars from time to time entered into between Borrower and any lessee thereunder with respect to the Railcars, together with all related exhibits, amendments, addenda, instruments, guarantees, and other agreements related thereto, are referred to herein, collectively, as the "Lease"), and the related lease documents;

(iii) any and all rent, casualty, indemnity and other payments due under the Lease and the related lease documents (other than any amounts payable to Borrower for its own account pursuant to any indemnity provisions in the Lease or related lease documents or any insurance proceeds payable under any public liability policies maintained by Lessee under the Lease that by their terms are payable directly to Borrower for its own account);

(iv) all of Borrower's rights and entitlements under the Lease and related lease documents, including, among other things, the right to receive notices and financial information, to give or withhold consents or waivers, to declare or waive any default and/or exercise all remedies thereunder and to take any and all other actions associated with the Lease and the related lease documents or the Railcars;

(v) all related accounts, chattel paper, guaranties, security deposits, collateral pledges, supporting obligations, deposit accounts and general intangibles; and

(vi) all proceeds of the foregoing.

3. This Memorandum of Security Agreement and Lease Assignment may be executed in any number of counterparts, each of which shall be an original, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Security Agreement and Lease Assignment to be executed by its duly authorized officer as of the date first above written.

ALFCAN I ULC
as Borrower

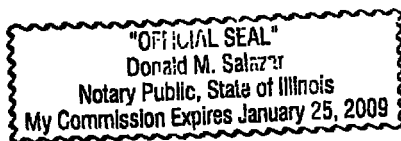
By: 

Name: VINCENT A. KOLBER
Title: PRESIDENT

STATE
PROVINCE OF ILLINOIS)
CITY OF CHICAGO)

to wit:

I hereby certify that on this 12th day of December, 2008, before me, personally appeared VINCENT A. KOLBER, to me personally known, who, being by me duly sworn, who acknowledged himself/herself to be the PRESIDENT of ALFCAN I ULC, an Alberta unlimited liability corporation, and acknowledged that s/he, as such PRESIDENT, being authorized so to do, executed the instrument for the purposes therein contained by signing the name of ALFCAN I ULC by himself/herself as PRESIDENT.




Attorney

WELLS FARGO EQUIPMENT FINANCE, INC.
as Lender

By: *Michelle E. Larson*
Name: Jacqueline Barragan
Title: AVP

CITY OF MINNEAPOLIS)
COUNTY OF HENNEPIN) to wit:

I hereby certify that on this 12 day of December, 2008, before me, personally appeared JACQUELINE BARRAGAN, to me personally known, who, being by me duly sworn, who acknowledged himself/herself to be the AVP of Wells Fargo Equipment Finance, Inc., and acknowledged that s/he, as such AVP, being authorized so to do, executed the instrument for the purposes therein contained by signing the name of Wells Fargo Equipment Finance, Inc. by himself/herself as AVP.

Michelle E. Larson
Notary Public

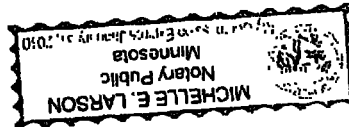


EXHIBIT A

DESCRIPTION OF RAILCARS

Manufacturer
Trinity Industries

Description
3,621 cu. ft. capacity aluminum covered hopper railcars
with steel sills, 286,000 lbs GRL, sparger unloaded and
36" round hatch top loaded

Road Numbers
See below

	Car Mark	Car No.		Car Mark	Car No.
1	CGLX	060801	41	CGLX	060846
2	CGLX	060802	42	CGLX	060847
3	CGLX	060803	43	CGLX	060848
4	CGLX	060804	44	CGLX	060849
5	CGLX	060805	45	CGLX	060850
6	CGLX	060806	46	CGLX	060851
7	CGLX	060807	47	CGLX	060852
8	CGLX	060809	48	CGLX	060853
9	CGLX	060810	49	CGLX	060854
10	CGLX	060811	50	CGLX	060855
11	CGLX	060812	51	CGLX	060856
12	CGLX	060813	52	CGLX	060857
13	CGLX	060814	53	CGLX	060858
14	CGLX	060816	54	CGLX	060859
15	CGLX	060817	55	CGLX	060860
16	CGLX	060818	56	CGLX	060861
17	CGLX	060819	57	CGLX	060862
18	CGLX	060821	58	CGLX	060863
19	CGLX	060822	59	CGLX	060864
20	CGLX	060823	60	CGLX	060865
21	CGLX	060824	61	CGLX	060866
22	CGLX	060825	62	CGLX	060867
23	CGLX	060826	63	CGLX	060868
24	CGLX	060827	64	CGLX	060869
25	CGLX	060828	65	CGLX	060870
26	CGLX	060829	66	CGLX	060871
27	CGLX	060830	67	CGLX	060872
28	CGLX	060831	68	CGLX	060873
29	CGLX	060833	69	CGLX	060875

30	CGLX	060834	70	CGLX	060876
31	CGLX	060835	71	CGLX	060877
32	CGLX	060836	72	CGLX	060878
33	CGLX	060837	73	CGLX	060879
34	CGLX	060838	74	CGLX	60800
35	CGLX	060839	75	CGLX	60808
36	CGLX	060841	76	GACX	1586
37	CGLX	060842	77	GACX	1591
38	CGLX	060843	78	GACX	1603
39	CGLX	060844	79	CGLX	60840
40	CGLX	060845	80	CGLX	60874

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 12/16/08



Robert W. Alvord